

FILED

JUN 15 2001

U. S. DISTRICT COURT  
E. DIST. OF MO.  
ST. LOUIS

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

AMBROSIO & SIROIS VENTURE  
PARTNERS LP, SERIES I, et al.,

Plaintiffs,

vs.

MARION BASS SECURITIES  
CORPORATION, et al.,

Defendants.

CASE NO. 4:00CV00052CAS

*Grady*  
*6/5/01*

**MOTION OF PLAINTIFFS TO DISMISS BY STIPULATION**  
**OF ALL PLAINTIFFS AND DEFENDANT WEILBACHER**

COME NOW Plaintiffs and move the Court for a voluntary dismissal as to Defendant Weilbacher, based on the Stipulation by and between all Plaintiffs and Defendant Weilbacher ("the parties") that the above referenced action, *Ambrosio & Sirois Venture Partners LP, Series I, et al. vs. Marion Bass Securities Corporation, et al.*, cause number 4:00CV00052CAS, originally filed in the United States District Court for the Eastern District of Missouri, Eastern Division, shall be dismissed as to Defendant Weilbacher without prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure upon the following terms and conditions:

1. The parties by and through their undersigned attorneys of record, who have authority to sign this Stipulation, stipulate and agree to the following terms and conditions in support of and as consideration for this dismissal without prejudice at Plaintiffs' costs.
2. Any of the Plaintiffs shall have one year from May 18, 2001 to re-file a lawsuit with the claims that were asserted in this lawsuit or could have been asserted in this lawsuit or connected

with, related to, or arising from the events alleged in the Plaintiffs' Amended Complaint against Defendant Weilbacher. Any Plaintiff who does not re-file within one year from May 18, 2001, shall be forever barred from ever filing such a lawsuit in the future.

3. In the event any of the Plaintiffs re-file suit within one year of May 18, 2001, Defendant agrees not to raise any claims or defenses based on the passage of time which are not available to Defendant as of May 18, 2001, including but not limited to claims or defenses based upon statutes of limitations, statutes of repose, or latches. In the event any of the Plaintiffs re-file suit within one year of May 18, 2001, Plaintiff(s) also agree not to raise any claims or defenses based on the passage of time which are not available to Plaintiff(s) as of May 18, 2001, including but not limited to claims or defenses based upon statutes of limitations, statutes of repose, or latches.

4. In the event any of the Plaintiffs re-file suit within one year of May 18, 2001 Plaintiffs hereby stipulate and agree that Defendant Weilbacher shall be entitled to seek his reasonable attorneys' fees under the Private Securities Litigation Reform Act incurred in defending this lawsuit.

5. In the event any of the Plaintiffs re-file suit within one year of May 18, 2001, any discovery, including the initial disclosures by the parties, obtained in connection with this suit may be used in the subsequent suit.

6. Plaintiffs further agree that the sole venue for any subsequent suit against Defendant Weilbacher by them or any of their affiliates, successors or assigns, connected with, related to, or arising from the events alleged in the Plaintiffs' Amended Complaint will be the United States District Court for the Eastern District of Missouri, Eastern Division.

7. The intent of this stipulation is that no parties to this action will benefit or be harmed by the passage of time between the voluntary dismissal of this cause of action and any subsequent

suit filed within one year by any of the Plaintiffs, connected with, related to, or arising from events alleged in the Plaintiffs' Amended Complaint.

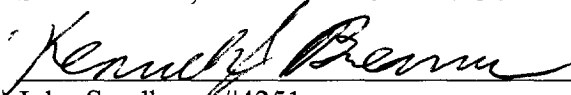
8. The parties reserve the right to raise all claims and defenses in any subsequent suit filed within one year, connected with, related to, or arising from events alleged in the Plaintiffs' Amended Complaint not expressly waived in this stipulation.

9. The voluntary dismissal shall be at Plaintiffs' costs and shall be presented to the Court as a Motion and Stipulation to be signed by the Court.

Respectfully submitted,

SANDBERG, PHOENIX & VON GONTARD

By:



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SO ORDERED:

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Hon. Charles A. Shaw, District Judge

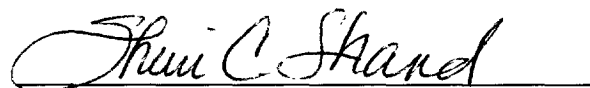
Certificate of Service

The undersigned hereby certifies that a copy of the foregoing was sent by United States mail, postage pre-paid, this 5 day of June, 2001, to the following counsel of record:

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UNITED STATES DISTRICT COURT -- EASTERN MISSOURI  
INTERNAL RECORD KEEPING

AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE  
FOLLOWING INDIVIDUALS ON 06/05/01 by jjones

4:00cv52      Ambrosio & Sirois vs Marion Bass Security

15:78m(a) Securities Exchange Act

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SCANNED & FAXED BY:

JUN X 5 2001

MJM